

**JUDGE MARRERO**

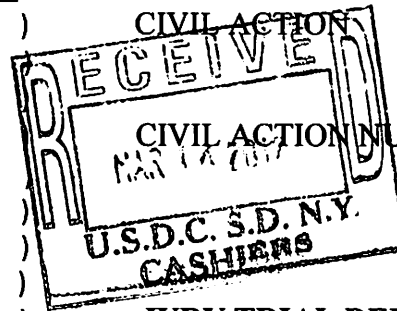
**12 CV 1888**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
Angela Russo  
Plaintiff

v.

\_\_\_\_\_  
Credit Protection Association L.P.  
Defendant  
\_\_\_\_\_



**JURY TRIAL DEMANDED**

**COMPLAINT AND DEMAND FOR JURY TRIAL**

**INTRODUCTION**

1. This is an action for actual and statutory damages brought because of Defendants violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

**JURISDICTION AND VENUE**

2. Jurisdiction of this court arises under 15 U.S.C § 1692k(d), 28 U.S.C. § 1331, 28 U.S.C. § 1337, and 28 U.S.C. § 2201.

3. Venue is proper in this district under 28 U.S.C. §1391(b) in that the Defendant transacts business here and the conduct complained of occurred here.

**PARTIES**

4. Plaintiff Angela Russo (hereinafter "Plaintiff") is a natural person residing in the County of New York, State of New York and is a consumer as that term is defined by FDCPA §1692a(3).

5. Defendant Credit Protection Association L.P. (“Defendant”) is a Foreign Limited Partnership organized and existing under the laws of the State of Texas, with a primary place of business in the State of Texas. (Exhibit One)

6. Defendant regularly attempts to collect debts alleged to be due another and is a “debt collector” as that term is defined by FDCPA §1692a(6). (Exhibit Two)

7. Upon information and belief, the acts of the Defendants alleged hereinafter were performed by their employees acting within the scope of their actual or apparent authority.

### **BACKGROUND**

8. Upon information and belief, in approximately April 2008, Plaintiff was a resident of New York County.

9. Upon information and belief, in approximately April 2008, Plaintiff purchased cable television services from Time Warner of New York City (TWNYC). In consideration for moneys tendered, TWNYC provided Plaintiff with a “cable box” and access to cable television in her residence.

10. Upon information and belief, between May 2008 and January 2011, Plaintiff regularly received bills for cable services in the amount of \$104.12 and regularly tendered said amount.

11. Upon information and belief, on or about January 21, 2011 Plaintiff tendered a payment to TWNYC of \$104.12.

12. Upon information and belief, on or about January 21, 2011, a telephone call occurred between Plaintiff and an employee of TWNYC. During said telephone call, Plaintiff stated

- Her intention was to vacate her residence in February.
- She wished TWNYC to retrieve the “cable box”
- She wished TWNYC to send a bill for any remaining obligation.
- Upon receipt of a bill for any remaining obligation she would pay such an amount.

13. Upon information and belief, during the January 2011 conversation, the TWNYC stated

- Plaintiff owed an amount less than \$200.00, to TWNYC,
- Plaintiff must remit \$200.00 to TWNYC,
- An amount equal to the amount which \$200.00 exceeded Plaintiff's actual obligation would later be repaid from TWCNY to Plaintiff, i.e., Plaintiff should loan TWCNY an amount equal to that by which \$200.00 exceeds her actual obligation and would later be repaid the same amount by TWNYC.

14. On information and belief, Plaintiff had no contractual obligation to loan any moneys to TWNYC at the time of the January 2011 conversation

15. Upon information and belief, Plaintiff did not tender \$200.00 because she was not contractually obligated to loan moneys to TWNYC.

16. Upon information and belief, on or about February 2, 2011, an employee of TWNYC retrieved the "cable box" from Plaintiff's apartment

17. Upon information and belief, TWNYC never, by any method, informed Plaintiff of her actual obligation to TWNYC

18. Upon information and belief, TWNYC entered into a contract with Defendant. Per the terms of said contract, Defendant was to call and write plaintiff to demand that Plaintiff tender an amount of \$53.90.

DEFENDANT'S INITIAL FEBRUARY OR MARCH 2011 LETTER

19. On information and belief, during the month of February or March 2011, "Defendant Credit" mailed to Plaintiff an "Initial Letter."

20. On information and belief the "Initial Letter" instructs Plaintiff to remit \$53.90 to TWNYC.

DEFENDANT'S "FIRST OF TWO MARCH 21, 2011 LETTER"

21. Defendant mailed two letters to Plaintiff during March 2011. Both are dated March 21, 2011. (Exhibit 3)

22. The “First Of Two March 21, 2011 Letter” instructs Plaintiff to remit \$53.90 to Defendant, and falsely asserts that no arrangement has been made for Plaintiff to pay an alleged obligation to TWNYC, even though, in a January 2011 conversation with an employee of Defendant TWNYC, Plaintiff stated her intent to pay any obligation to TWNYC and had merely refused to make a loan to TWNYC

23. On information and belief, the “cable television” contract between Defendant and Plaintiff did not require Plaintiff to make a loan to Defendant.

DEFENDANT’S “SECOND OF TWO MARCH 21, 2011 LETTER”

24. Defendant mailed two letters to Plaintiff during March 2011. Both are dated March 21, 2011. (Exhibit 3)

25. The “Second of Two March 21, 2011 Letter” states, in pertinent part, that Plaintiff must remit \$53.90 to Defendant.

DEFENDANT’S APRIL 11, 2011 LETTER TO DEFENDANT

26. Defendant mailed another letter to Plaintiff dated April 11, 2011. (Exhibit Four)

27. The “April 11, 2011 Letter” instructs Plaintiff to remit \$53.90 to Defendant.

28. Defendant asserts in the “April 11, 2011 Letter” that Plaintiff refused to pay an outstanding debt and that the Plaintiff has violated a service agreement with TWNYC, even though, in a January 2011 conversation with an employee of Defendant TWNYC, Plaintiff stated her intent to pay any obligation to TWNYC and had only refused to make a loan to TWNYC.

29. On information and belief any “service agreement” between Defendant and Plaintiff did not require Plaintiff to make a loan to Defendant.

THE WALDNER LAW FIRM

30. During the month of April, 2011, Plaintiff retained the Waldner Law Firm to represent her in her dispute with Defendant and TWCNY.

31. The Waldner Law Firm wrote a letter dated April 22, 2011. (Exhibit Five) In this letter the law firm stated, in pertinent part, that the Plaintiff had retained The Waldner Law Firm for the alleged debt to TWNYC and that the Defendant was ordered to not contact the Plaintiff.

32. On April 26, 2011 The Waldner Law Firm letter dated April 22, 2011 was signed for by an "A. Mora" at the address for the Defendant—13355 Noel Road, Dallas, Texas 75240.

DEFENDANT'S APRIL 29, 2011 LETTER

33. Despite receipt of The Waldner Law Firm's April 22, 2011 letter, stating that the plaintiff had retained The Waldner Law Firm and that the Defendant was ordered not to contact the Plaintiff, Defendant mailed a letter to Plaintiff dated April 29, 2011, instructing Plaintiff to remit \$53.90 to Defendant. (Exhibit Six)

DAMAGES

34. Defendant's actions caused Plaintiff actual damages.

35. Plaintiff's actual damages include but are not limited to extreme anger and frustration. Plaintiff was scared by the power of Defendant.

36. Plaintiff's receipt of collection notices from a debt collection agency caused her humiliation and embarrassment.

FIRST CAUSE OF ACTION  
(Violations of the FDCPA)

37. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

38. Defendant mailed a “First March 21, 2011 Letter” falsely stating no arrangement had been made for Plaintiff to pay an alleged obligation to TWNYC, when Defendant had agreed to pay the alleged obligation and merely refused to make a loan to TWNYC, thereby violating 15 USC 1692e.

39. Defendant mailed Plaintiff an “April 11, 2011 Letter,” stating falsely that Plaintiff had violated a service agreement with TWNYC when Defendant had agreed to pay the alleged obligation and merely refused to make a loan to TWNYC, thereby violating 15 USC 1692e.

**SECOND CAUSE OF ACTION**  
**(Violations of the FDCPA)**

40. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

41. Defendant mailed an “April 29, 2011 Letter” to Plaintiff, instructing Plaintiff to tender \$53.95 to TWCNY, after Defendant had received the Waldner Law Firm’s letter, instructing the Defendant not to contact the Plaintiff and stating that the law firm represented Plaintiff, thereby violating 15 USC 1692c(c) and 15 USC 1692b(6).

**DAMAGES**

42. Plaintiff suffered actual damages including but not limited to extreme distress and anxiety caused by Defendant’s false allegations and refusal to honor her lawful assertion of her FDCPA rights.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Enter judgment for the Plaintiff and against Defendants in the amount of her actual damages pursuant to FDCPA § 1692k(a)(1);

B. Enter judgment for the Plaintiff and against Defendants for statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A);

C. Award the Plaintiff her costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);

F. Grant such other and further relief as may be just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial as to all issues so triable.

Dated: March 13, 2012  
New York, New York

A handwritten signature in black ink, appearing to read "Michael Winfield", is written over a horizontal line.

Michael Winfield, Esq.  
THE WINFIELD FIRM  
1178 Broadway, 3<sup>rd</sup> Floor  
New York, New York 10001  
winfield@winfieldfirm.com  
(646) 784-0251

1

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through September 9, 2011.

**Selected Entity Name:** CREDIT PROTECTION ASSOCIATION, L.P.

**Selected Entity Status Information**

**Current Entity Name:** CREDIT PROTECTION ASSOCIATION, L.P.

**Initial DOS Filing Date:** OCTOBER 23, 1998

**County:** NEW YORK

**Jurisdiction:** TEXAS

**Entity Type:** FOREIGN LIMITED PARTNERSHIP

**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

C/O C T CORPORATION SYSTEM

111 EIGHTH AVENUE

NEW YORK, NEW YORK, 10011

#### Registered Agent

C T CORPORATION SYSTEM

111 EIGHTH AVENUE

NEW YORK, NEW YORK, 10011

#### \*Stock Information

# of Shares	Type of Stock	\$ Value per Share
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No Information Available

\*Stock information is applicable to domestic business corporations.

#### Name History

Filing Date	Name Type	Entity Name
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2

The New York City Department of Consumer Affairs  
**LICENSING CENTER**  
 42 Broadway, 5<sup>th</sup> floor  
 New York, NY 10004  
 Renewal Unit Telephone: (212) 487-4060



Jonathan Mintz, Commissioner  
[www.nyc.gov/consumers](http://www.nyc.gov/consumers)

**PART 1:****122 DEBT COLLECTION AGENCY – RENEWAL LICENSE APPLICATION***Mailing Address:*

CREDIT PROTECTION ASSOCIATION L.P.  
 13355 NOEL ROAD SUITE 2100  
 DALLAS, TX 75240

R: 10/28/08

*Premises Address:*

13355 NOEL ROAD  
 DALLAS, TX 75240

CAMIS ID: 40675901

ITEM CNT: 1

FEE: \$ 150

LICENSE #: 1002932

Telephone: 9722339614

LICENSE EXPIRES: 1/31/2009

**NOTE TO APPLICANT: PLEASE COMPLETE ALL SECTIONS**

**PART 2:**

New Mailing Address (if different from above):

N / A

New Premises Address (if different from above):

N / A

New Telephone Number (if different from above):

N / A

E-mail Address:

judic@creditprotect.com

**PART 3:**

All questions below must be answered by checking the box "Yes" or "No." If you answer "Yes" for any of the questions, you must call our renewal unit for further instructions at (212) 487-4060. If you answer "No" for all questions, please return this form with all other requirements including fees by mail or in person to DCA's Licensing Center at the address above.

**Please note:** The word "person" shall mean any owner, partner, stockholder or officer of the licensed business.

**Since you originally applied for this license or last completed a renewal application:**

1. Has there been any change in the name of the licensed business? ☐ Yes ☒ No
2. Has there been any change in any person? ☐ Yes ☒ No
3. Has there been any change in the home address(es) of any person? ☐ Yes ☒ No
4. Has the licensee and/or any person been convicted of ANY crime or offense? ☐ Yes ☒ No
5. Is the licensee and/or any person now facing ANY pending *criminal* OR *civil* charge(s)? ☐ Yes ☒ No  
 (You may omit parking violations and offenses that resulted in a finding of juvenile delinquency, youthful offender, wayward minor or person in need of supervision.)

6. Has ANY license or permit issued to the licensee and/or any person by any government agency been cancelled, suspended or revoked? ☐ Yes ☒ No
7. Has ANY proceeding or action been initiated against the licensee and/or any person by DCA or ANY other government agency? ☐ Yes ☒ No
8. Has any employee been convicted of any offense against the law which was directly related to an incident which occurred on the licensed premises or in the course of the licensee's business? ☐ Yes ☒ No

**AFFIRMATION:**

☒ I affirm that I am the license applicant or duly authorized by the license applicant to complete and submit this application. I also affirm that the information entered above is true and accurate. I promise that the licensee will comply with the applicable law and rules of the DCA that are now in force, and those that are enacted in the future.

In addition, I understand that the submission of this application does not mean that my license has been renewed and that any operation of my business after the expiration of my current license and before the issuance of a new license may subject me to penalties.

**PENALTY FOR**

Any false statement on this application is a crime punishable by a fine, imprisonment, or both. Each false statement is punishable by a fine as high as \$1,000.00 if prosecuted criminally. In addition, a fine for each false statement as high as \$500.00 may be imposed by DCA.

Revised 07/29/08

Judi Chmielowiec  
Applicant's Signature

Licensing Administrator  
Applicant's Title (if any)

Judi Chmielowiec  
Print Full Name

11-7-08  
Date

If you are not registered to vote, would you like to register today? ☐ Yes ☐ No  
Please note: Whether you apply to register to vote or not, it will not affect the assistance DCA will provide you.

=====

BELOW SPACE FOR DEPARTMENT USE ONLY

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



NEW YORK CITY  
DEPT OF CONSUMER AFFAIRS LICENSING CENTER  
RENEWAL LICENSE APPLICATION  
DEBT COLLECTION AGENCY



12/13/10  
252860

**SECTION 1 - Licensee Details**

Transaction ID: 1292020215281

CAMIS Number: 40675901

License Number: 1002932

License Type: DEBT COLLECTION AGENCY

License Code: 122

Expiration Date: 1/31/2011

Entity Name: CREDIT PROTECTION ASSOCIATION L.P.

Trade Name:

Date: 12/10/2010 5:30 PM

Order Number: Xd7lfzF7J

Class:

SubClass:

Item Count: 1

License Fee: 150.00

Transaction Fee: 3.00

Total Fee: 153.00

Telephone Number: 972-233-9614

**SECTION 2 - Licensee Contact Information****Premise Address**

13355 NOEL ROAD DALLAS TX 75240

**Mailing Address**

13355 NOEL ROAD , SUITE 2100 DALLAS TX 75240

**New Mailing Address (If different from above)****Telephone Number (If different from above)****E-mail Address**

judic@creditprotect.com

**SECTION 3 - Background Questions**

Answer all questions below by checking the appropriate box: "Yes" or "No".

As used below, the word "person" shall mean any owner, partner, stockholder, or officer of the licensed business.

Since you originally applied for this license or last completed a renewal application:

- |   |   |
|---|---|
| 1. Has there been any change in the name of the licensed business?  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 2. Has there been any change in the location of the licensed premises?  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 3. Has there been a change in any owner, partner, stockholder, or officer of the licensed business?   | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 4. Has there been any change in the home address(es) of any person?   | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 5. Has the licensee and/or any person been convicted of <b>ANY</b> crime or offense?  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 6. Has the licensee and/or any person now facing <b>ANY</b> pending <b>criminal</b> OR <b>civil</b> charge(s)?<br>(You may omit parking violations and offenses that resulted in a finding of juvenile delinquency, youthful offender, wayward minor or person in need of supervision.) | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

Renewed

Page 2 of 2

- |  |   |
|--|---|
| 7. Has <b>ANY</b> license or permit issued to the licensee and/or any person by any government agency been cancelled, suspended or revoked?  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 8. Has <b>ANY</b> proceeding or action been initiated against licensee and/or any person by DCA or <b>ANY</b> other government agency?   | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 9. Has any employee been convicted of any offense against the law which was directly related to an incident which occurred on the licensed premises or in the course of the licensee's business? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

**SECTION 4 - Affirmation**

- ☒ I affirm that I am the license applicant or duly authorized by the license applicant to complete and submit this application. I affirm that the information entered above is true and accurate. In addition, I understand that the submission of this application does not mean that my license has been renewed and operating after the expiration of my current license and before the issuance of a new license document may subject me to penalties. **PENALTY FOR FALSIFICATION:** Any false statement on this application is a crime punishable by a fine, imprisonment, or both. A fine for each false statement, as high as \$500.00, may be imposed by DCA. In addition, each false statement is punishable by a fine as high as \$1,000.00 if prosecuted criminally.

<b>Preparer's First Name</b> Judi	<b>Preparer's Last Name</b> Chmielowiec	<b>Relationship to Licensee / Office Title</b> License Administrator	<b>Date</b> 12/10/2010 5:27 PM
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3

**COLLECTION NOTICE****AVISO IMPORTANTE DE COBRO****CREDIT PROTECTION  
ASSOCIATION L.P.**

A NATIONWIDE COLLECTIONS COMPANY

March 21, 2011  
01-027050  
8150150012660605  
01627055076  
Angela Russo

Service balance: \$53.90  
Total Amount Due: \$53.90

1702-0027



01627055076

#BWNFMBY \*\*\*\*\*MIXED AADC 750  
#01627055076#

Remit to:



Angela Russo  
455 Main St Apt 12a  
New York, NY 10044-0322



Time Warner of New York City  
25-20 Brooklyn Queens Exprwy  
Woodside NY 11377-7827

02 01027050 000000000001627055076 0005390 3

FOLD TEAR AND RETURN TOP PORTION WITH YOUR PAYMENT

**Creditor:** Time Warner of New York City  
**Account #:** 01-027050-8150150012660605-00  
**Reference #:** 01627055076

**Toll Free** (800) 255-6775  
**Balance Due:** \$53.90  
1702-0027

March 21, 2011

Dear Angela Russo:

Time Warner Cable has informed us that no payment or arrangement was made to settle your overdue account in the amount of \$53.90. Be advised that the thirty (30) day validation period discussed in our first letter concerning the validity of your debt will pass within the next three (3) weeks. If you do not seek validation, we will assume that your debt is valid at the end of that period. If this account is not settled, your name and account number may be noted in Time Warner Cable's records throughout the country.

Credit Protection Association is a professional collection agency and is authorized to take all appropriate steps to collect this debt.

To insure proper credit, include the top portion of this letter with your payment. If payment has already been made, please contact Time Warner of New York City.

For your convenience, Credit Protection Association accepts Visa®, MasterCard® and check payments by phone or Web 24-hours a day, 7 days a week, through our Automated Payment System. To use our system, please call us at 1-800-418-8144 or visit [www.paycpa.com](http://www.paycpa.com). Please have your 11 digit reference number **01627055076** available.

Cash payments may be made through MoneyGram's Express Payment Service at any MoneyGram location nationwide. Credit Protection Association's four (4) digit MoneyGram receive code is 5040. Check your local Wal-Mart for payment locations or visit [www.moneygram.com](http://www.moneygram.com). Direct inquiries to J. W. Preston at (877) 252-3745.

Please see reverse side for important information!

**OPCIONES DE PAGO**

- \* Llame 1-800-418-8144
- \* Envíe MoneyGram

**HERE'S HOW TO PAY**

- \* Call 1-800-418-8144
- \* Visit [www.paycpa.com](http://www.paycpa.com)
- \* Return your payment and coupon through the mail

**WE ACCEPT**

- \* Check
- \* MoneyGram Express Payment™
- \* Visa® and MasterCard®
- \* Money Order



© 1977-2010 Credit Protection Association, L.P. 13355 Noel Rd., Dallas, TX 75240

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

**COLLECTION NOTICE****AVISO IMPORTANTE DE COBRO****CREDIT PROTECTION  
ASSOCIATION L.P.**

A NATIONWIDE COLLECTIONS COMPANY

March 21, 2011  
01-027050  
8150150012660605  
01627055076  
Angela Russo

Service balance \$53.90  
Total Amount Due \$53.90

0001-0027



01627055076

#BWNFMBY \*\*\*\*\*MIXED AADC 750  
#01627055076#

Remit to:



Angela Russo  
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New York, NY 10044-0322



Time Warner of New York City  
25-20 Brooklyn Queens Exprwy  
Woodside NY 11377-7827

02 01027050 000000000001627055076 0005390 3

FOLD TEAR AND RETURN TOP PORTION WITH YOUR PAYMENT

**Creditor:** Time Warner of New York City  
**Account #:** 01-027050-8150150012660605-00  
**Reference #:** 01627055076

**Toll Free (800) 255-6775**  
**Balance Due:** \$53.90

March 21, 2011

Dear Angela Russo:

The records of Time Warner of New York City indicate that your account in the amount listed above is seriously past due. Time Warner of New York City is willing to provide you with another opportunity to pay this bill before further collection activity is started.

Credit Protection Association is a professional collection agency retained by Time Warner of New York City and is authorized to take all appropriate steps to collect this debt.

For your convenience, Credit Protection Association accepts Visa®, MasterCard®, and check payments by phone or Web 24-hours a day, 7 days a week through our Automated Payment System. To use our system, please call us at 1-800-418-8144 or visit [www.paycpa.com](http://www.paycpa.com). Please have your 11 digit reference number **01627055076** available.

Cash payments may be made through MoneyGram's Express Payment Service at any MoneyGram location nationwide. Credit Protection Association's four (4) digit MoneyGram receive code is 5040. Check your local Yellow Pages for payment locations or visit [www.moneygram.com](http://www.moneygram.com).



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- \* Envíe MoneyGram

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- \* Return your payment and coupon through the mail

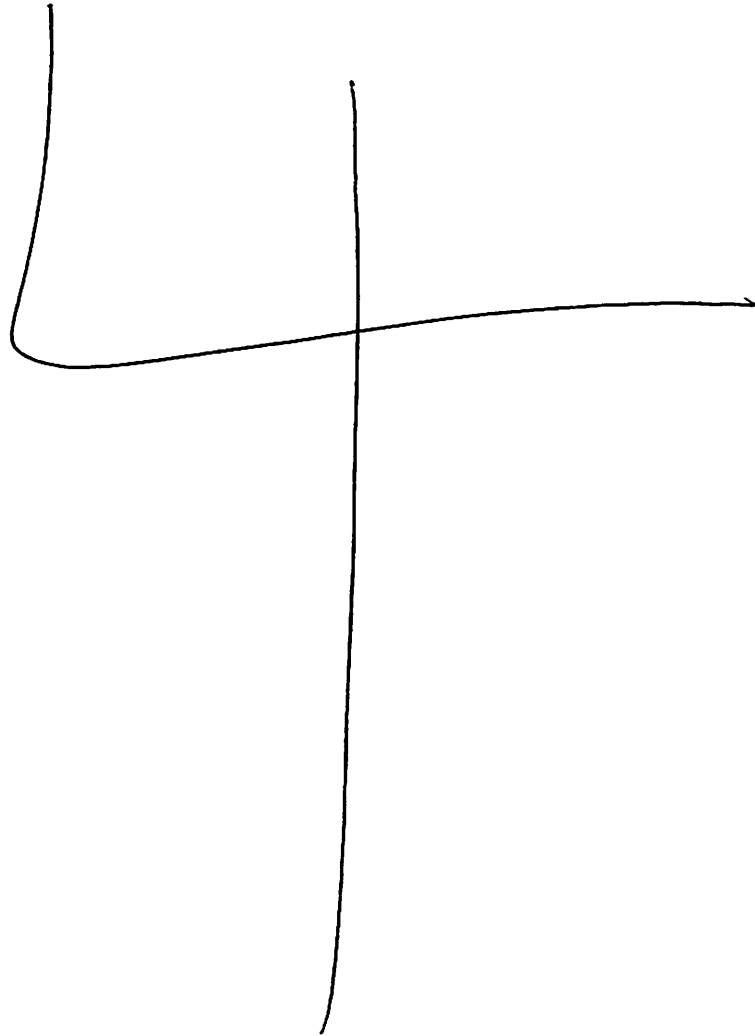
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- \* MoneyGram Express Payment™
- \* Visa® and MasterCard®
- \* Money Order



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**COLLECTION NOTICE****AVISO IMPORTANTE DE COBRO****CREDIT PROTECTION  
ASSOCIATION L.P.**

A NATIONWIDE COLLECTIONS COMPANY

April 11, 2011  
01-027050  
8150150012660605  
01627055076  
Angela Russo

Service balance: \$53.90  
Total Amount Due: \$53.90

**PAY NOW!**

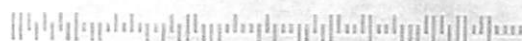
1103-0027



01627055076

#BWNFMBY \*\*\*\*\*MIXED AADC 750  
#01627055076#

Remit to:



Angela Russo  
455 Main St Apt 12a  
New York, NY 10044-0322

Time Warner of New York City  
25-20 Brooklyn Queens Exprwy  
Woodside NY 11377-7827

02 01027050 00000000001627055076 0005390 3

FOLD TEAR AND RETURN TOP PORTION WITH YOUR PAYMENT

Creditor: Time Warner of New York City  
Account #: 01-027050-8150150012660605-00  
Reference #: 01627055076

Toll Free (800) 255-6775  
Balance Due: \$53.90  
1103-0027

April 11, 2011

Dear Angela Russo:

This is the third time we have contacted you on behalf of Time Warner of New York City regarding your overdue balance of \$53.90. A review of our records reveals that you have:

- Refused to pay your outstanding debt
- Repeatedly disregarded our past notices.
- Violated terms of the service agreement.

Pursuant to the Fair Debt Collection Practices Act, the thirty (30) day validation period concerning the validity of your debt has now passed without you seeking to verify the debt. According to the laws governing credit information, Credit Protection Association and **Time Warner of New York City can now take all appropriate steps permitted by law to collect this outstanding debt.**

Please send your payment in full to prevent further collection efforts.

For your convenience, Credit Protection Association accepts Visa®, MasterCard® and check payments by phone or Web 24-hours a day, 7 days a week, through our Automated Payment System. To use our system, please call us at 1-800-418-8144 or visit [www.paycpa.com](http://www.paycpa.com). Please have your 11 digit reference number **01627055076** available.

Cash payments may be made through MoneyGram's Express Payment Service at any MoneyGram location nationwide. Credit Protection Association's four (4) digit MoneyGram receive code is 5040. Check your local Wal-Mart for payment locations or visit [www.moneygram.com](http://www.moneygram.com).

Direct inquiries to J. W. Preston at (877) 252-3745.

Please see reverse side for important information!

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- \* Money Order



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This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

5

## WALDNER LAW FIRM

469 Seventh Avenue  
Fourth Floor  
New York, NY 10018  
TEL: 212.244.2882  
FAX: 212.999.6694

NY STATE AND FEDERAL COURTS

WILLIAM@WALDNERLAW.COM  
WWW.WALDNERLAW.COM

**Via Certified Mail RRR**

Credit Protection Association, L.P.  
13355 Noel Rd  
Dallas, TX 75240

April 22, 2011

Re: Angela Russo vs. Credit Protection Association L.P.

Dear Sir or Madam:

Please be advised that I was retained Ms. Russo, who has recently received debt collection communications from your office, pertaining to Account No. 01-027050-8150150012660605-00 (Reference No. 01627055076) and any other claims of indebtedness.

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., you are hereby directed and obligated to:

1. Cease all further communication with my client, and
2. Provide the undersigned with verification of the purported debt.
3. Provide the undersigned with the name and address of the original creditor, if different from the current creditor.

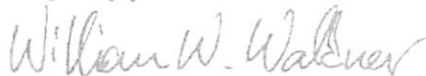
Until advised otherwise, you should mark this matter as "disputed".

Further, please be advised that all of your current communications with my client are in clear violation of the FDCPA, including but not limited to 15 U.S.C. § 1692 (g). In addition to actual damages, each violation of the Act carries with it statutory damages of \$1,000.00, as well as attorney's fees and costs.

Unless you respond to this letter within ten (10) business days from the date of this letter my office is prepared to file a private FDCPA suit in Federal Court.

I hope you take the responsible route and see the economic sense in resolving this matter without resorting to litigation, which will only increase your financial liability.

Very truly yours,



William W. Waldner

Cc: Angela M. Russo

SENDER: COMPLETE

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Credit Protection Association  
 13355 Noel Rd  
 Dallas, TX 75240

A. Signature  
 B. Received by (Printed Name)  
 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type  
☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
 (Transfer from service label) 7010 1670 0001 8379 0503

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

APR 22 2011  
 W@WALDNERLAW.COM  
 W.WALDNERLAW.COM

Dear Sir or Madam:

Please be advised that I was retained Ms. Russo, who has recently received debt collection communications from your office, pertaining to Account No. 01-027050-8150150012660605-00 (Reference No. 01627055076) and any other claims of indebtedness.

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., you are hereby directed and obligated to:

1. Cease all further communication with my client, and
2. Provide the undersigned with verification of the purported debt.
3. Provide the undersigned with the name and address of the original creditor, if different from the current creditor.

Until advised otherwise, you should mark this matter as "disputed".

Further, please be advised that all of your current communications with my client are in clear violation of the FDCPA, including but not limited to 15 U.S.C. § 1692 (g). In addition to actual damages, each violation of the Act carries with it statutory damages of \$1,000.00, as well as attorney's fees and costs.

Unless you respond to this letter within ten (10) business days from the date of this letter my office is prepared to file a private FDCPA suit in Federal Court.

I hope you take the responsible route and see the economic sense in resolving this matter without resorting to litigation, which will only increase your financial liability.

Very truly yours,

William W. Waldner

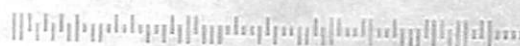
William W. Waldner

Cc: Angela M. Russo

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**COLLECTION NOTICE****AVISO IMPORTANTE DE COBRO****CREDIT PROTECTION  
ASSOCIATION L.P.**  
A NATIONWIDE COLLECTIONS COMPANYApril 29, 2011  
01-027050  
8150150012660605  
01627055076  
Angela RussoService balance: \$53.90  
Total Amount Due: \$53.90**REPLY  
REQUESTED**#BWNFMBY \*\*\*\*\*MIXED AADC 750  
#01627055076#

Remit to:

Angela Russo  
455 Main St Apt 12a  
New York, NY 10044-0322Time Warner of New York City  
25-20 Brooklyn Queens Exprwy  
Woodside NY 11377-7827

02 01027050 000000000001627055076 0005390 3

FOLD TEAR AND RETURN TOP PORTION WITH YOUR PAYMENT

**IMPORTANT NOTICE**Creditor: Time Warner of New York City  
Account #: 01-027050-8150150012660605-00  
Reference #: 01627055076Toll Free (800) 255-6775  
Balance Due: \$53.90  
1004-0027

April 29, 2011

Dear Angela Russo:

Time Warner of New York City informs us that payment has not been received. Unless you settle this account promptly, we will forward our records to Time Warner of New York City indicating your lack of cooperation and recommend to them that no further credit be extended to you.

**Be advised that adverse credit information can remain in their records for several years.**

It is imperative that you immediately forward the past due balance of \$53.90 directly to Time Warner of New York City so credit can be reinstated. Refer to account 01-027050-8150150012660605.

Direct inquiries to J. W. Preston at (877) 252-3745.

PAGUE OPCIÓN \* LLAME 1-888-913-7744 \* ENVÍE MONEYGRAM



Please see reverse side for important information!

© 1977-2011 Credit Protection Association, L.P. 13355 Noel Rd., Dallas, TX 75240

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.